

DRAFT OPERATING PLAN

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INTRODUCTION

This Operating Plan between _____ (hereinafter referred to as the “concessioner”) and [Death Valley National Park (hereinafter referred to as the “Park”) and National Park Service (hereinafter referred to as the “Service”)] will serve as a supplement to Concession Contract CC-DEVA003-07 (hereinafter referred to as the “CONTRACT”). It describes specific operating responsibilities of the concessioner and the Service with regard to those lands and facilities within Death Valley National Park that are assigned to the concessioner for the purposes authorized by the CONTRACT.

In the event of any conflict between the terms of the CONTRACT and this Operating Plan, the terms of the CONTRACT, including its designations and amendments, will prevail.

This plan will be reviewed annually by the Superintendent of Death Valley National Park in consultation with the concessioner and revised as determined necessary by the Superintendent.

Any revisions will be consistent with the main body of the CONTRACT. Any revisions must be reasonable and in furtherance of the purposes of the CONTRACT.

1) Definitions

In addition to all defined terms contained in the Contract, its Exhibits and 36CFR Part 51, the following definitions apply to this Operating Plan:

- A) **“Affirmative Acquisition”** refers to the donating, buying, or purchasing preference of a product over a similar produce because of certain characteristics or properties.
- B) **“Environmental Purchasing”** refers to the affirmative acquisition of environmentally preferable products.
- C) **“Environmentally Preferable”** refers to products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operations, maintenance, or disposal of the product or service.
- D) **“Hazardous Chemical”** refers to any chemical which is a physical or health hazard, as regulated by the US Occupational Safety and Health Administration in 29 CFR 1910.1200.
- E) **“Post-consumer Material”** refers to a material or finished product that has served its intended use and has been diverted or received from waste destined for disposal.
- F) **“Recycling”** refers to the act of producing new products or materials from previously used and collected materials.

2) Responsibilities

A) **Concessioner**

- (1) To achieve an effective and efficient working relationship between the concessioner and the Service, the concessioner will designate an on-site General Manager who:
 - (a) has the authority and the managerial experience for operating the authorized concessions facilities and services within the Park;

- (b) will employ a staff with the expertise and training to operate all services authorized under the CONTRACT;
 - (c) has full authority to act as a liaison in all concession administrative and operational matters within the Park; and,
 - (d) has the responsibility for implementing the policies and directives of the Service.
- (2) The Service has the right to review the qualifications of the General Manager, prior to hiring.

B) Death Valley National Park

The Superintendent of Death Valley National Park is the Park manager with responsibility for all Park operations, including concession operations. The Superintendent carries out the policies and directives of the National Park Service, including concession contract management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates concessioner activities relating to the Park. This includes:

- (1) evaluation of concessioner services and facilities;
- (2) review and approval of rates charged for all commercial services; and,
- (3) review and approval of construction and all improvement to facilities.

The Park shall provide a current list to the concessioner with all appropriate points of contact.

3) General Operating Standards and Requirements

A) Schedule of Operation

- (1) *Obligation.* The concessioner will provide the required and authorized services for Park visitors per the terms of the CONTRACT. The traditional peak operating season begins on or about mid-October and ends on or about mid-May. The concessioner will annually submit a written schedule of proposed opening and closing dates and operating hours for all concession operations for the Superintendent's approval. Weather and visitation may cause specific dates of operating seasons to fluctuate. These changes, however, will be agreed upon and approved in writing by the Superintendent prior to implementation. All services will be open with regular hours of operation during any holidays within the operating season.
- (2) *Reduced Services.* The concessioner may request a reduction in available services should projections indicate that demand will be low. This will typically consist of a reduction in the number of available guest rooms and/or elimination of service during a particular meal period. This request must be made of and approved in writing by the Superintendent a minimum of three months prior to the effective date of the request.

B) Rate Determination and Approval Process

- (1) *Rate Determination.* It is the objective of the Park to ensure that the concessioner's rates and charges to the public are commensurate with the level of services and facilities provided, and are reasonable, justified, and comparable with similar facilities and services provided by the private sector. Reasonableness of rates will be

judged based upon current concession management guidelines. Rate approval methods are subject to change. The currently approved rate method is comparability for all services and facilities except for the following:

- (a) Convenience store items will be approved based on mark-up percentages.
 - (b) All rate requests for food and beverage service will be submitted in accordance with Service guidelines, including but not limited to, the Core Menu methodology. After an initial core menu is established, core menu items are subject to comparability analysis.
- (2) *Request Submittal for Annual Rate Changes.* All requests will be submitted in writing, at least 60 days prior to anticipated implementation dates, brochure publication dates and customer notification. Rate requests require support by established criteria and comparable data. The information to be included in the request is outlined in current concession management guidelines. New rates will be evaluated once per year unless there are extenuating circumstances that require rates to be reevaluated. The Service will consider alternative rate settings methodology to reflect substantial changes in service quality, expenditures, or required investment.
- (3) *Rate Approval*
- (a) Approval Timing. The Service will approve, disapprove or adjust rates and will inform the concessioner within in writing 60 days of the rate request submittal.
 - (b) Approved Rate Posting. The concessioner will prominently post all rates for goods and services to the visiting public. Room rates will be posted in each room.
- (4) *Rate Compliance.* The Concessions Management Office staff will periodically conduct on-site comparability studies with follow-up telephone calls to update rate information for a rate review. Rate compliance will be checked during periodic operation evaluations and throughout the year. Approved rates will remain in effect until superceded by written changes approved by the Superintendent.
- (5) *Reduced Rates for Government Employees.* Reduced rates for Government employees on official business will be part of the approved rate schedules and will not exceed allowable per diem as outlined in section 3(f)(3) of the CONTRACT. Goods and services may not be provided to government employees or their families without charge or at reduced rates, except within the provisions described above or as available to the general public.
- (6) *Reduced Rates for Golden Age and Golden Access Passport Holders.* The concessioner will be required to provide a 50 percent discount of camping fees (short term RV sites and RV sites) to holders of the Golden Age Passport and Golden Access Passports. Golden Age Passports are available for purchase at any National Park by U.S. residents 62 years or older. Golden Access Passports are available free of charge at any National Park to a U.S. resident who is permanently disabled or blind.

C) Purchasing

- (1) *Competitive Purchasing.* Purchases may be made from a facility operated or owned by the concessioner or a parent company, provided the product is comparable in quality and price.
- (2) *Discounts.* The concessioner will take advantage of all available trade, cash and quantity discounts and rebates as detailed in the current concession management guidelines.
- (3) *Environmental Purchasing.* The concessioner will employ environmentally-sensitive purchasing practices (buy environmentally sensitive products) to the best of their ability.

D) Evaluations

The concessioner will ensure the public health and safety, and provide satisfactory services and accommodations for the Park visitor within the assigned areas of responsibility. The operation of accommodations, facilities, and services authorized by the CONTRACT will conform to the evaluation standards set forth in the NPS concession management guidelines (as these may from time to time be revised). The evaluation of facilities and services is a component of the annual overall rating.

The Service and/or its representatives and the concessioner will separately inspect and monitor concession facilities and services with respect to Service policy, applicable standards, authorized rates, safety, public health, environmental compliance, impacts on cultural and natural resources, identified maintenance and operating deficiencies, and visitor comments.

The concessioner will meet with Service officials to prioritize and schedule the correction of deficiencies and the implementation of improvement programs resulting from these inspections. The concessioner will be responsible for correction of deficiencies and abatement plans within dates assigned by the Service.

- (1) *Periodic Operations Inspections.* The Service will conduct both announced and unannounced periodic inspections of concession facilities and activities to ensure conformance to applicable standards. Location managers will be contacted at the time of facility evaluations so that a representative of the concessioner may accompany the Park evaluator. The Service reserves the right to enter the concessioner's facilities at any reasonable time for any evaluation or when otherwise deemed necessary.
- (2) *Health and Safety Inspections*
 - (a) Concessioner Safety Inspection. The concessioner will perform periodic interior and exterior safety inspections of all concession facilities, including employee housing, in accordance with its documented Risk Management Program. The concessioner has the responsibility for both health and safety inspections in employee housing areas. The concessioner will ensure employee compliance with health, fire, and safety code regulations as well as the Service's policies and guidelines.

- (b) Service Safety Inspections. The Service will periodically conduct a comprehensive safety and occupational health evaluation of all operations and facilities in addition to the review of the concessioner's Risk Management Program. Safety will also be a component of regular periodic evaluations.
- (c) Public Health Inspections. The Public Health Service Sanitarian will conduct announced and unannounced periodic evaluations of the concessioner's food and beverage, grocery and other food sales, and public shower facilities.

(3) *Fire Inspections*

- (a) Service Responsibilities. The Service will conduct fire safety inspections at its discretion over the course of the contract term.
 - (b) Concessioner Responsibilities. The concessioner will have a qualified professional perform interior and exterior fire inspections of all concession buildings within 30 days of initial occupancy and on an annual basis thereafter, unless more frequent inspections are required by specific law or regulation. Written records, verifying the completion of such inspections, will be maintained by the concessioner and available to the Service upon request. The concessioner will conduct routine fire drills of concession facilities as required by its Risk Management Program.
- (4) *Visitor Comments.* The concessioner will make Service-approved comment cards available to visitors in order to measure service and quality standards, product mix, pricing and overall Park experience. It will be the responsibility of the concessioner to make sure an adequate inventory of comment cards is available at appropriate locations within its facilities.
- (a) The concessioner will investigate and respond to all visitor complaints regarding its services. Visitor comments that allege misconduct by concession employees, pertain to the safety of visitors or other Park employees, or concern the safety of Park resources will be provided to the Service upon receipt.
 - (b) The concessioner will annually forward to the Superintendent a summary of all comments and/or complaints received on comment cards or any other form of documentation. Individual comments must be provided upon request.
 - (c) The Service will forward to the concessioner any comments and/or complaints received regarding the concessioner's facilities or services. The concessioner will investigate and make an initial response to any complaints within 48 hours of receipt. The concessioner will provide a copy of responses to the Superintendent, and a copy of any Service responses will be forwarded to the concessioner.
- (5) *Interpretive Audit Program.* The Service will regularly evaluate the concessioner's interpretive and informational services to ensure appropriateness, accuracy, quality, and the relationship of interpretive presentations to Park themes.
- (6) *Environmental Audit.* The Service's Environmental Audit Program evaluates the concessioner's facilities and operations with respect to environmental compliance and Best Management Practices. The Service may conduct an environmental audit at least every five years.

(7) *Risk Management Program.* Per the Occupational Safety and Health Act of 1970 and the National Park Service Risk Management Program, the concessioner will provide a safe and healthful environment for all of its employees and visitors. A Risk Management Plan will be developed and maintained by the concessioner to implement an appropriate safety program. The initial plan will be developed and submitted to the Park within 60 days after execution of this contract. This plan will be reviewed and approved by the Park annually, in accordance with all Applicable Laws, including without limitation, OSHA, NFPA and Service guidelines. The program will include, at a minimum, the following components:

- (a) Administration
- (b) Inspections
- (c) Deficiency Classification and Hazards Abatement Schedules
- (d) Accident Reporting and Investigation
- (e) Public Safety Awareness
- (f) Training
- (g) Emergency Procedures

E) General Policies

(1) *Facilities Use.* Concession facilities may not be used for activities or services that do not directly and exclusively support contractual services authorized by the CONTRACT without written permission from the Service.

- (a) Quiet Hours. Quiet hours will be enforced between the hours of 10:00 p.m. and 6:00 a.m. in all concessioner assigned overnight facilities and the concessioner's employee housing areas.
- (b) Smoking Policy. Concession facilities must comply with current Service and Superintendent guidelines. Smoking is prohibited in all concession public areas and any other area within concession facilities so designated by "No Smoking" signs.

(2) *Compliance with Americans with Disabilities Act ("ADA").* The concessioner will ensure that all facilities provided are in compliance with federal accessibility guidelines and standards (as these may be amended throughout the term of the contract). New construction and facility renovations will meet accessibility requirements.

(3) *ATM.* The concessioner may provide ATMs. The locations of the machines will be in a convenient and secure location. Any income received will be included in gross receipts.

(4) *Facility Reservations.* The concessioner will utilize a central computerized reservation system for all Park lodging, camping RV sites and activities. Reservations will be accepted on a 366-day forward rolling basis.

- (a) Staff. The concessioner will adequately staff the Reservations Office on a year-round basis and will increase staff, if necessary, to meet the need during peak periods.

- (b) Reservations Services. Reservations services will be available, at a minimum, via toll-free telephone, mail, fax, and Internet.
 - (c) Deposits/Refunds. The deposit requirement and refund policy is part of the rate approval process. The policy will be included in all accommodation brochures and reservation confirmations.
 - A deposit may be required to hold a reservation and may be paid by cash, check, money order, or major credit card.
 - Refunds will be processed within two weeks of cancellation.
- (5) *Lost and Found*. The concessioner will establish and provide an effective program for handling lost and found or unattended property in facilities and upon assigned areas of the concessioner.
- (a) Items lost or found within the Concession Facilities will be processed as follows:
 - Items will be tagged at the facility where they are found or turned in by completing a Lost and Found Report, which identifies the item, date, location and name of finder.
 - A Lost and Found report will be completed indicating name, address and telephone number of the person reporting a lost item, description of the item, date and location of loss, and the name of the person taking the report.
 - The concessioner will hold all found property for 60 days. Efforts will be made to return found items to the owner within the 60-day period.
 - No items will be released without claimant providing proper identification of the item, name, address, and signature of receipt.
 - Unclaimed items will be returned to the finder, if so requested.
 - Unclaimed items not returned to the finder can become the property of the concessioner or be donated to a charitable non-profit organization. Items of little or no value may be destroyed. Disposition of items will be noted on the Lost and Found Report.
 - Lost and Found Reports will be retained by the concessioner for three years.
 - (b) Items found outside the Concession Facilities will be processed as follows.
 - Finders shall be instructed to take items to the Visitor Centers at Stovepipe Wells or Furnace Creek.
- (6) *Credit Cards*. Government-issued credit cards will be honored and, at a minimum, American Express, MasterCard, Visa and Discover, will be honored.
- (7) *Telephone Services*
- (a) Public Pay Phones. The concessioner will provide full public pay phone service within its assigned areas. Public phones will be checked regularly to ensure that they are in working order. Out-of-order phones must have a sign on them directing the visitors to the nearest working unit.

(8) *Vending*

- (a) Vending Sources. Vending machines will be conveniently located, and of a design and color which complements the aesthetics of the building and surroundings. The Service will approve all locations.
- (b) Standards. All machines will be clean, properly stocked, and in good working condition. Signing on the machine may relate to Park interpretive themes or will be generic in nature. Brand information will only be visible when at the machine. The machines will be adequately illuminated, but will not contribute to night light pollution. Vending machines in campgrounds will not be illuminated at night.
- (c) Out-of-service. Any vending machines that are temporarily out-of-service will have computer-generated signs posted with appropriate information that will direct visitors to the closest available unit.
- (d) Cigarettes. Cigarette vending machines will not be located anywhere within the concessioner's assigned areas.

(9) *Vehicles*

- (a) Licensing, Insurance, Maintenance and Registration. All vehicular equipment used by the concessioner will be properly registered, licensed, insured, and maintained in accordance with federal and state law and regulations (as these may be amended throughout the term of the Contract).
- (b) Identification. Concessioner vehicles will be discreetly identified with the Company name. All lettering should be no larger than three and one half inches in height.

(10) *Employee Housing and Food*

- (a) The concessioner will provide food and housing for its employees. The concessioner will provide adequate cooking and food storage facilities where appropriate. Food storage facilities will be vermin-proof. Preventative measures will be in place for Hantavirus.
- (b) The room and board account should be a break-even account to the greatest extent possible. The concessioner should ensure that employee room and board charges do not exceed earnings as a result of mandatory reduction in work.
- (c) The concessioner will establish its own policy for employee ownership of pets. Employee pet owners are subject to the same pet restrictions as Park visitors, which are set forth under the provisions of Title 36, Code of Federal Regulations, Section 2.15, and in the Superintendent's Compendium. To summarize:
 - Pets must be restrained on a leash that shall not exceed six feet or otherwise be physically confined at all times.
 - Pets running-at-large and observed in the act of killing, injuring, or molesting humans, livestock, or wildlife may be destroyed if necessary.
 - Pets running-at-large may be impounded.

- Pets are not allowed on trails or in the backcountry. They are restricted to parking areas and roadways.
 - Pets are not allowed to make noise that is unreasonable.
- (d) Employee rooms will be adequately furnished to serve the number of occupants. The concessioner will ensure that occupancy levels are not exceeded.
- (e) The concessioner will notify a Park ranger of abandoned vehicles within its assigned areas, which may include employee vehicles. The Park ranger will make arrangements to have vehicles towed in accordance with Park standard operating procedures.
- (f) Employees residing in the concessioner's employee housing area will be informed of Service regulations and policies, including but not limited to residency within the Park, through employee orientation, newsletters, and official advisories and notices provided by the concessioner or the Service.
- (g) The content of the employee housing lease agreement and the employee housing rules and regulations are subject to the approval of the Superintendent.

F) Human Resources Management

- (1) *Employee Appearance.* The concessioner will ensure that all employees in direct contact with the general public wear uniforms or standardized clothing with a personal nametag. Employees will be neat and clean in appearance and will project a hospitable, positive, friendly and helpful attitude.
- (2) *Recreation Program.* The concessioner will develop and support an employee recreation program and provide facilities for various types of recreation for employees as appropriate.
- (3) *Employee Hiring Procedures*
- (a) General Manager. The concessioner will employ a local general manager who is responsible for the successful implementation of the terms required by the CONTRACT.
- (b) Staffing Requirements. The concessioner will hire a sufficient number of employees to ensure satisfactory visitor services throughout the season. All applicable requirements of the Department of Labor will be met.
- (c) Drug-free Environment. The concessioner will maintain, to the greatest extent possible, a drug-free workplace environment. The concessioner will conduct educational program(s) for its employees to deter substance and alcohol abuse. Those employees who are in positions required by state or other law or regulations, will be required to participate in a drug-testing program. Should illegal drug use occur, it must be promptly reported by the concessioner to the Chief Rangers Office or a Park ranger.
- (d) Background Checks. The concessioner will establish hiring policies that will include appropriate background reviews of applicants for employment. The concessioner may coordinate with the Service to assist in securing background

information prior to hiring new employees. The concessioner will make appropriate hiring decisions in consideration of the information obtained.

- (e) Driver Requirements. Drivers of delivery trucks or passenger carrying vehicles will have a valid state operators license for the size and class of vehicle being driven. They shall also meet additional state requirements established for the type of vehicle driven or number of passengers carried.
- (f) Park Employees. The spouse or dependent of the Superintendent, Concession Staff, Environmental Manager or Public Health Sanitarian may not be employed by the concessioner. The concessioner will not employ in any status a Park employee, his/her spouse, or minor children without the Superintendent's approval.

(4) Training

- (a) Safety. The concessioner will train its employees annually according to the training requirements in its Risk Management Plan.
- (b) Job Training and Orientation. The concessioner will provide appropriate job training to each employee prior to duty assignments and working with the public. The concessioner will provide mandatory employee orientation for all new employees and inform employees of Park regulations and requirements that affect their employment and activities while working and residing in the Park.
- (c) Hospitality Training. The concessioner will provide hospitality training for employees who have direct visitor contact.
- (d) Sanitation Training. The concessioner will provide sanitation training to food service personnel at the start of their employment in a food service facility and as needed to comply with the current edition of the U. S. Public Health Service Food Code.
- (e) Interpretive Training. The concessioner will provide interpretive skills training for all employees who provide interpretive, informational and safety orientation information and/or services. The concessioner will work closely with the Concessions Management Office to improve the methods of preparing and presenting effective interpretive information. The Concessions Management Office will evaluate interpretive visitor services to ensure appropriateness, accuracy, and the relationship to Park interpretive themes.
- (f) Employee Handbook. The concessioner will provide all employees with a copy of the concessioner's employee handbook, which will specifically identify the policies and regulations of the concessioner and the Service. A copy of all employee handbooks will be provided to the Concessions Management Office for a 30-day period of review prior to distribution to employees to assure consistency with all Park rules and regulations. An updated copy is to be forwarded to the Park annually.

4) Utility Responsibility

A) Concessioner

(1) Responsibility

- (a) The concessioner is responsible for contracting with independent suppliers to provide utility services not provided by the Park. The concessioner is responsible for the direct payment to these suppliers.
- (b) The concessioner is liable for prompt payment of electricity, fuel, refuse collection, telephone, sewage disposal, water or any other utility or service, whether provided by governmental authority, public or community service company.

B) National Park Service

(1) Responsibility

- (a) The Service will provide water and sewage services to the concessioner's assigned facilities. The Service will charge on a monthly basis for these services in accordance with current regulations and policies.
- (b) The Service will review operating costs for utility systems and services annually and will notify the concessioner in writing by March 1 annually of the rates for the upcoming year effective May 1 – April 30.

5) Protection and Security

A) Concessioner Security Personnel

- (1) *Security.* During the operating season, the concessioner may provide security personnel for the employee housing area to handle in-house employee issues and to check concession facilities for security purposes on a 24-hour, 7-days per week schedule. Concessioner-employed security personnel are empowered to enforce the concessioner's employee policies and housing regulations.
- (2) *Authority.* Concessioner-employed security personnel have only the authority of private citizens in their interaction with Park visitors. They have no authority to take law enforcement action or to carry firearms.

B) The National Park Service

- (1) *Authority.* The National Park Service, as well as the State of California and Inyo County, has jurisdiction on all Park lands and facilities on Park lands including law enforcement, search and rescue, emergency medical services and structural fire.
- (2) The Service will provide resource, employee and visitor protection and will conduct law enforcement patrols within the Concession Facilities.
- (3) The Service will provide law enforcement services for issues that extend beyond the appropriate duties of concessioner security personnel.
- (4) The Service will handle all violations of federal, state, county or Service regulations or policies. State or county officials may be called to assist in some matters by request from the Chief Ranger's Office or his/her authorized representative.

C) Fire Protection

The Service and the concessioner will provide fire protection jointly, with primary responsibility lying with the Service.

(1) Concessioner

- (a) Fire prevention, protection and suppression will be primary considerations at all facilities. Structural fires will be suppressed to prevent the loss of human life and limit damage to real property and to cultural or natural resources.
- (b) The concessioner has the responsibility to ensure that all facilities within its assigned area meet federal codes and that fire detection and appropriate suppression equipment is installed, operated, and maintained in accordance with applicable National Fire Protection Association standards.
- (c) The concessioner is encouraged to allow employees to participate in a Volunteer Fire Department and participate in available training.

(2) National Park Service. The Service will provide emergency response fire protection services to the concessioner.**D) Emergency Medical Care***(1) Emergency Medical Care.* The Park will provide emergency response medical services.*(2) Training*

- (a) The concessioner is encouraged to allow employees to attend emergency medical training, including CPR and First Aid courses. This may be required for some job assignments.
- (b) All concession employees will be trained in proper emergency reporting procedures and will be instructed to provide essential information, e.g. a call back number at their location. The San Bernardino Interagency Dispatch Center will dispatch rangers and emergency personnel.

(3) Points of Contact to Report Medical Emergencies. San Bernardino Interagency Dispatch Center at 888-233-6518 or 911 if the center is closed.**6) Public Relations****A) Required Notices**

The following notice will be prominently posted at all concessioner cash registers and payment areas:

“This service is operated by (concessioner’s name), a concessioner under contract with the U.S. Government and administered by the National Park Service. The concessioner is responsible for conducting these operations in a satisfactory manner. Prices are approved by the National Park Service. Please address comments to:

Superintendent
Death Valley National Park

P.O. Box 579
Death Valley, CA 92328

B) Public Statements

All media inquiries concerning operations within the Park will be forwarded to the Park's Public Affairs Office.

C) Advertisements and Promotional Material

(1) Promotional Material

- (a) Approval. The Superintendent must approve in writing all promotional material prior to publication, distribution, broadcast, etc. The concessioner will contact the Concessions Office well in advance to establish specific time frames for each project review. The Superintendent may require unapproved promotional material to be removed from circulation.
- (b) Promotional material distributed within the Park is restricted to services and facilities within the Park.
- (c) Promotional material may be displayed at approved locations within Park visitor centers as well as within the Concession Facilities.
- (d) Changes. Brochure changes and layout should be submitted to the Superintendent for approval at least 30 days prior to projected need/printing dates. The Superintendent will make every effort to respond to minor changes to brochure and other texts within 15 days. Longer periods may be required for major projects or where Concessions Office assistance is required to help develop the product.

(2) Statements

- (a) Authorization. Advertisements must include a statement that the National Park Service and the Department of the Interior authorize the concessioner, to serve the public in Death Valley National Park.
- (b) Equal Opportunity. Advertisements for employment must state that the company is an equal opportunity employer.

7) Volunteers in the Park ("VIP") Program

The concessioner will encourage and permit its employees to participate in the Park's Volunteers in Parks program.

8) Specific Operating Standards And Requirements

All services are to be provided in a consistent, quality manner. Standards provided by current concession management guidelines are considered Service minimums. The concessioner is expected to make every effort to exceed these standards. The concessioner will be responsible for monitoring its operations to ensure that quality standards are met.

A) Lodging

(1) General

- (a) All rooms will provide the following amenities:

- Beverage containers (plastic or glass)
 - Environmentally preferable products and amenities, including, but not limited to, the following: biodegradable soaps, shampoos, and conditioners in bulk dispensing containers.
 - Clock radio or clock
 - Towel service that correlates to the number of pillows
 - Iron and ironing board available upon request (irons must be equipped with automatic shut-offs)
- (b) Non-Smoking Rooms. Non-smoking rooms will be provided in accordance with hospitality industry and guest trends.
- (c) Guest Room Security
- Each guest unit door must be equipped with both a primary lock and a secondary locking mechanism.
 - Each door to a connecting room must be equipped with a deadbolt lock.
- (d) Guest Room Cleanliness
- At a minimum, each guest unit must be cleaned thoroughly with complete bed and bath linens changed between stays and with daily maid service for multiple-night stays.
 - Fresh linens, towels and bathroom supplies must be available upon request.
 - The concessioner will implement a linen and towel reuse program. The concessioner will provide educational information (e.g., tent cards, pillow cards, door hangers) to inform and instruct visitors on linen reuse program.
- (e) Information Packet. At a minimum each guest room will include information outlining facilities and amenities available throughout the Park.
- (f) Front Desk Operations. A front desk agent must be available for guest services 24-hours per day; 7 days a week during the entire operating season, including holidays.

B) Food and Beverage Service

(1) General

- (a) Facility Use. The concessioner will not use the facilities assigned within the CONTRACT to provide catering services outside the Park without the consent of the Superintendent.
- (b) Management. The concessioner will ensure that a manager and/or other key personnel will be visible in the food service outlet during the peak service hours.
- (c) Menus. All menus will maintain a price range that accommodates the general range of Park visitors. The concessioner will offer a range of food that provides for a wide variety of visitors, including vegetarian entrees, heart healthy entrees,

light eater's entrees, and children's menus. The concessioner will follow the Park Core Menu Guidelines (Attachment A to this document).

- (d) Liquor Laws. The concessioner will have at least one full-time manager that has attended a liquor law training program and is encouraged to train its employees in the responsible practices of serving and selling alcoholic beverages.
- (e) All food preparation and dishwashing will conform to U.S. Public Health Code requirements.
- (f) Product Specifications. The concessioner will use the following specifications as a guide when purchasing product:

- Meat

- ♦ Beef USDA Prime and Choice
- ♦ Pork USDA Number 1
- ♦ Veal USDA Select and Choice
- ♦ Lamb USDA Prime Choice
- ♦ Poultry USDA Grade "A" for all graded fresh or frozen poultry and poultry products as a minimum specification.

- Seafood

- ♦ Frozen fish, if used, must be a nationally distributed brand, packed under continuous inspection of the U.S. Department of the Agriculture.

- Dairy

- ♦ Eggs Fresh USDA or State Graded "A"
- ♦ Butter USDA Grade "A" (92) Score
- ♦ Cheese USDA Grade "A" for all graded cheeses
- ♦ Milk and Milk Products USDA Grade "A" Fresh

- Produce

USDA Grade "A"

- Dry Stores

Grade "A" Fancy

- Canned Goods

Grade "A" Fancy

(2) *Operations*

- The Toll House Restaurant will provide year-round full menu service for three meals daily unless otherwise agreed upon with Park. The snack bar at Scotty's Castle will provide a quick-service menu in relation to the hours of operation of Scotty's Castle.
- Service standards include, but are not limited to, the following:
 - ♦ Waits for tables will not exceed 30 minutes, except during peak guest use when waiting periods will not exceed 45 minutes; and,

- ◆ Waiting periods after a food order has been placed will not exceed 30 minutes.

C) Merchandising

(1) General

- (a) Wherever possible and appropriate, informational tags will be attached to the sales items to show their relationship to Park themes.
- (b) Handcraft items representing Park and regional themes, including crafts by local and Native American artists, will be actively sought and prominently displayed.
- (c) A broad range of gifts and souvenirs will provide visitors with opportunities to buy inexpensive as well as fine art items.
- (d) Items of interpretive value and general value in natural and cultural education will be prominently displayed.

- (2) *Merchandise Plan.* The concessioner will develop and implement a merchandise plan based on the concessioner's Gift Shop Mission Statement, and incorporate the merchandise plan into the operation of all merchandise areas.

(3) Items Available for Sale

- (a) Gifts and Souvenirs. Gift shops will offer items that have a direct relationship to Death Valley National Park, its environs, history, or other related natural or cultural topics. This will provide visitors with opportunities to buy memorabilia of their visit while at the same time obtaining information or educational messages related to the Parks' resources. The Superintendent has the right to review and approve all merchandise sold in the Park. Certain items may be determined to be inappropriate and unacceptable for sale.
- (b) Grocery and Convenience Store. The concessioner will provide a wide range, selection, and pricing for grocery and convenience items appropriate for the Park.
- (c) Firewood. The concessioner will acquire fully cured firewood from outside the Park for sale in its facilities at both the Stovepipe Wells and Scotty's Castle.

D) Service Stations Operations

- (1) *Fuel.* Service stations will provide unleaded gasoline, oil, lubricants, and other routine automotive products.
- (2) *Service.* Service stations will be operated on a year-round basis and be self-serve in nature.
- (3) *Hazardous Materials.* The concessioner will provide adequate collection, storage, and disposal for hazardous waste generated by the public. The concessioner will be equipped to handle initial response for any spill.

E) RV Campground

- (1) *Standards.* The RV Campground will be operated according to the minimum operating standard for "Campgrounds" and "RV Park" as outlined by the National Association of RV Parks and Campgrounds.

- (2) *Availability.* Sites will be available on a year-round, 24-hour basis.
- (3) *Registration Hours.* Campground visitors will register at the General Store cashier's desk or lodging front desk. These will have regular posted hours and procedures for after-hour registration.
- (4) *Sites*
 - (a) All sites will have water and electrical hook-ups available.
 - (b) Covered dumpsters will be provided at convenient locations and of a sufficient number to serve visitors. They will be emptied as necessary to avoid pest infestation. The dumpsters will be screened from general view.
 - (c) The Concessioner will provide a recycling collection area for RV visitors to recycle materials.
- (5) *Shower Facilities.* The Concessioner will provide a hot water shower facility year-round, seven days a week. The Concessioner will ensure the facility is maintained and cleaned on a regular schedule and provides clean, sanitary conditions.
- (6) *Restrooms.* Restrooms will be cleaned according to a posted schedule, at least once daily.
- (7) *Public Telephone.* A public telephone will be made available to guests on a 24-hour basis.

F) Interpretive Services

(1) Personal Interpretive Services

- (a) Park Knowledge. Employees will demonstrate their knowledge of Death Valley National Park resources, history, and utilize appropriate interpretive techniques in their presentations.
- (b) Park Involvement. The Park staff is available to advise and assist the concessioner in the development of interpretive materials.

(2) Non-Personal Interpretive Services

- (a) Non-Personal Interpretive Items. The concessioner will actively pursue a non-personal interpretive program. The concessioner will explore a wide array of methods for conveying interpretive messages to visitors on Park-related themes and topics such as resource protection, appreciation of Park values, and Service goals. In retail, lodging, and food service facilities interpretive messages will be included on a variety of items, including hangtags, receipts, menus, placemats, paper cups, and comment cards. The Concessions Management Office will review and approve all interpretative materials for public distribution.
- (b) Locations. Park interpretive themes will be integrated into the interior decors at retail, lodging, and food service facilities. Appropriate areas within the land assignment, both interior and exterior locations, will be made available to provide Park interpretive and safety messages in various mediums, including bulletin boards and kiosks.

- (c) Maps and Guides. The concessioner will make Park information available at lodging, campgrounds, and activities desks.

9) Acknowledgement of Risk

The concessioner may require clients participating in activities or renting equipment to sign an acknowledgment of risk form. All such forms must comply with Service requirements (as these may be amended during the term of the Contract).

10) Reporting Requirements

A) Park Reports

- (1) *Utility Costs.* The Park staff will conduct an annual review of the operating costs for utility systems and services and the concessioner will be notified in writing of the rates for the upcoming year 60 days in advance of implementation.
- (2) *Annual Performance Evaluation.* The concessioner will receive an annual performance evaluation March 1 for the preceding calendar year. The Superintendent and/or his/her representative(s) are available to meet with the concessioner to discuss the annual evaluation, which includes contractual, operational, public health, and safety components.

B) Concessioner Operational Reports

The Service and/or its representatives will be allowed to inspect supporting documentation for all operational reports upon request.

(1) General

- (a) Management Listing. The on-site General Manager will provide the Park a list identifying key concession management and supervisory personnel by department, including the supervisor of Concession employee housing, with their job titles, and office and emergency phone numbers within 30 days of Contract execution, on May 1st of each year and as significant revisions are made.
- (b) Incident Reports. The concessioner will immediately report to the Park Interagency Communication Center:
- any fatalities or visitor-related incidents which could result in a tort claim to the United States
 - property damage estimated to be over \$500
 - employee or visitor injuries requiring more than minor first aid treatment
 - any fires
 - any motor vehicle accidents
 - any incident that affects Park resources
 - any known or suspected violations of the law
- (c) Human Illness Reporting. Information on all human communicable illnesses, whether employees or guests, is to be promptly reported to the Park's Business Manager. This information, along with other information received, will be

evaluated by the Public Health Service Sanitarian to help identify outbreaks of illness associated with contaminated water or food sources, or caused by other adverse environmental conditions. Initial reports will be made by telephone.

- (d) Certificates of Insurance. The concessioner will provide annual updated statements and certificates of insurance not later than 30 days after the insurance(s) renewal date(s) and in accordance with this Contract.
- (e) Survey and Visitor Response Data. All surveys must be approved in advance by the Park. All customer satisfaction data collected by third parties that are provided to the concessioner will be provided to the Park within 14 days of receipt.

(2) Monthly Asset Monitoring Report

- (a) The concessioner will maintain a management information system to document visitor use patterns and impacts. A monthly Asset Monitoring Report will be provided to the Service. The following information will be included in this report. The report will be due to the Park by the 15th day of the following month.
- (b) Financial and Operational Statistics. The concessioner will provide operational statistics and financial information for each revenue-producing outlet. The statistics and information provided will be based upon the information outlined in Section in Section 10C: Operational Reports by Land Use.
- (c) Concession Facilities Improvement Program Report. A status report on all on-going Concession Facilities Improvement Program projects.
- (d) Maintenance Reserve Report. A status report on projects funded by the Maintenance Reserve.
- (e) Visitor Comments. The concessioner will provide summaries of all visitor comments to the Park in a format to be approved by the Service. The Service reserves the right to review all comment cards, when requested.

- (3) *Annual Plans.* The following reports are in addition to those mandated by the Contract. These reports will be delivered to the Park's Concessions Office.

C) Operational Reports By Land Use

- (1) All operational statistics for the individual land uses will be included in the monthly asset management report. An annual summary report will be due 60 days after the end of the year, unless otherwise agreed upon by the Superintendent. These data should be presented in a concise spreadsheet format. Industry specific management software could be operated for each specific land use.

(2) Overnight Lodging

- (a) Rooms available and occupied
- (b) Average daily room rate
- (c) Market segmentation (i.e. individual leisure, tours, group, conference)
- (d) Total guest count
- (e) Average length of stay

- (f) Turnaway demand for days during that month and reasons

(3) *Food and Beverage*

- (a) Number of covers served by breakfast, lunch, brunch, and dinner with corresponding revenues
- (b) Number of banquet covers by breakfast, lunch and dinner and corresponding revenues (if applicable)

(4) *Retail*

- (a) Revenue at gift shop and mercantile store shown separately
- (b) Revenue by merchandise category (i.e. Native American handicraft, gifts and souvenirs, grocery, apparel)
- (c) Average transaction for each operation

(5) *Employee Housing*

- (a) Number of beds available and occupied

(6) *Fuel*

- (a) Number of gallons sold by type and associated revenue

(7) *RV Sites*

- (a) Number of sites available and occupied.
- (b) Number of Golden Age discounts.

D) Concessioner Financial Reporting

- (1) In addition to the Annual Financial Report (“AFR”) required in the Contract, the following financial reports will also be required. For these reports the Park desires that the format be developed based on currently acceptable accounting practices. Each revenue-producing department (i.e. lodging, food and beverage, retail) will have a supporting schedule presenting revenues and cost of goods sold, labor and departmental expenses. The report format will be agreed upon by the Superintendent at the inception of the contract.

- (a) Annual Budget. A budget including detailed utilization and revenue and expense projections, due by the date determined by the Park.
- (b) Financial Forecast. A pre- and mid-season financial forecast for each business activity compared to annual budget (format to be developed jointly at contract inception).
- (c) Monthly Franchise Fee Reporting. By the 15th of the month as part of the monthly reporting, the concessioner shall report on the franchise fee deposit made from the preceding month. Reporting documentation shall include a copy of the wire transfer identifying the account and the amount transferred.
- (d) Monthly Maintenance Reserve Reporting. By the 15th of the month as part of the monthly reporting, the concessioner shall report on the maintenance reserve

deposit made from the preceding month. Reporting documentation shall include a copy of the wire transfer identifying the account and the amount transferred.

E) Summary of Initial and Recurring Due Dates

The following page summarizes the preceding reporting requirements and details other reports, plans, payments, and inspections that will be the responsibility of the concessioner.

SUMMARY INITIAL AND RECURRING DUE DATES			
Title	Schedule	Due Date	Reference
Initial Requirements			
Balance Sheet	Initial	Within 90 days of execution of the CONTRACT	CONTRACT, Sec. 14 (c) (1)
Environmental Management Plan	Initial	Within 60 days of execution of the CONTRACT	CONTRACT, Sec. 6 (b) (1)
Risk Management Plan	Initial/ Annually	Within 60 days of the effective date of execution of the CONTRACT; Updates due by November 30 of preceding year	Operating Plan, Sec. 3 D (7)
Merchandise Plan	Initial	To be determined	Operating Plan, Sec. 8 C (2)
Annual			
Opening & Closing Dates & Hours of Operation	Annually	90 days prior to proposed opening date.	Operating Plan, Sec. 3 A (1)
Management Listing	Annually	May 1	Operating Plan, Sec. 10 B (1) a
Employee Handbook	Annually	All handbooks will be provided 30 days prior to release; updated copies will be provided annually	Operating Plan, Sec. 3 F (4) (f)
Annual Rate Change	Annually	At least 60 days prior to anticipated implementation dates.	Operating Plan, Sec. 3 B (2)
Annual Financial Report	Annually	Not later than 120 days after the last day of the concessioner's fiscal year	CONTRACT, Sec. 14(b), pg. 29 Operating Plan Sec. 10 D (1)
Repair and Maintenance Reserve Activity Report	Annually	Not later than 120 days after the end of the concessioner's accounting year	CONTRACT, Sec. 14(c)(2)
Budget	Annually	To be determined	Operating Plan, Sec. 10 D (1) (a)
Financial Forecast	Annually	To be determined	Operating Plan, Sec. 10 D (1) (b)
Concessioner Operational Reports (excluding Management Listing))	Annually	As Outlined in the Operating Plan	Operating Plan, Sec. 10 B
<u>Concession Facilities Improvement Program Report</u>	Annually	By April 1 st of the preceding year	Operating Plan, Sec. 10 B (2) (c)
Monthly			
Visitor Use Statistics	Monthly	By the 4 th day of the following month of each month of operation	Operating Plan, Sec. 10 B (2) (a)
Franchise Fee	Monthly	By the 15 th day of the following month of each month of operations	CONTRACT, Sec. 11 (b)
Monthly Asset Monitoring	Monthly	By the 15 th day of the following month of each month of operation	Operating Plan, Sec. 10 B (2) (a)
Miscellaneous Reports and Data	As required	The Director from time to time may require the concessioner to submit other reports and data regarding its performance under the contract or otherwise, including, but not limited to, operational information.	CONTRACT, Sec 15 (c)

Effective , 200__

By: _____

Superintendent

Date

Death Valley National Park